

A. G. Contract No. KR92-2635TRN
ECS File: JPA 92-117
Project: M-839-3(1)P
Fund: 8393 CN PAG S S262 01C
Section: Haul Road, SR-98 - US-89

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PAGE

THIS AGREEMENT is entered into 4 December, 1992, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PAGE, acting by and through its CITY COUNCIL (the "City").

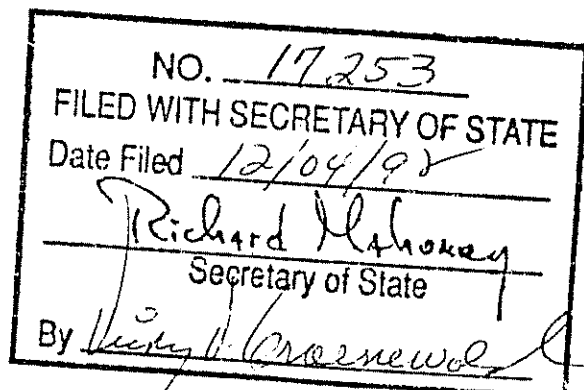
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the City has been selected by the City; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration ("FHWA") for approval.



5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: ROADWAY RECONSTRUCTION, DRAIN AND PAVE.

Estimated Total Project Cost	\$ 780,905.00
Federal Aid Funds (NACOG Limit)	\$ 650,880.00
City Funds Share	\$ 130,025.00
Two percent surcharge	15,618.00
Total City Funds	\$ 145,643.00*

* This includes a two percent (2%) surcharge per ADOT Local Government Engineer memo of October 1991.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the City, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. Further, the State will enter into a Project Agreement with FHWA covering the work embraced in said contract or in this agreement and will request the maximum federal funds available.

b. The State will furnish the City with a copy of the proposed Project Agreement to be entered into by the State and FHWA, and any Railroad Company Agreement necessary for the full completion of this project. Upon approval of the terms and conditions of the Project Agreement and any State-Railroad Company Agreement by the City, the agreements shall be incorporated in and made a part of this agreement by reference and shall have the same force and effect as though fully written herein. Further, the City is bound by all the terms of any State-Railroad Company Agreement and will reimburse the State for the amount contracted for by and between the Railroad Company and the State acting as agent for the City.

c. Should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of City's deposit unless and until so authorized in writing by the City.

2. Prior to the solicitation of bids, the City shall deposit with State funds in the amount determined by the State to be necessary to match federal funds in the ratio required.

Upon completion of the construction contract, the State shall return to the City any part of the funds deposited by City remaining after City's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The City shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The City shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom.

5. The City shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the City.

6. Upon completion of construction, the City shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

7. The City shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

8. By such regulation as it may by ordinance provide, the City shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the construction and construction engineering work covered by this agreement is to be borne by FHWA and City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement.

Therefore, City agrees to furnish and provide State with City funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Page
City Manager
697 Vista Avenue
Page, AZ 86040


9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

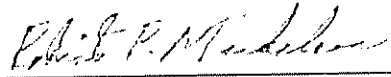
IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF PAGE


STATE OF ARIZONA

Department of Transportation

By 
GARY SCARAMAZZO
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST

By 
KAYE FINDLAY
City Clerk

RESOLUTION

BE IT RESOLVED on this 16th day of September 1992, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Page for the purpose of defining responsibilities for the design, construction and maintenance of improvements to Haul Road, from SR-98 to US-89 in the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in cursive script, reading "James S. Creedon", written over a horizontal line.

JAMES S. CREEDON
Acting Director

JPA 92-117

APPROVAL OF THE PAGE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PAGE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 12th day of December, 1992.

A handwritten signature in black ink, appearing to read "Dale W. [unclear]", written over a horizontal line.

City Attorney

CERTIFICATION

State of Arizona)
County of Coconino ss
City of Page)

I, Kaye Findlay, City Clerk of the City of Page do
hereby certify that this is a true and accurate copy of
the City of Page Regular Council Meeting Minutes
of November 12, 1992 at which an Intergovernmental Agreement
between the City of Page and the Arizona Department of
Transportation was approved for the Haul Road Project No.
M-839-3(1)P.

ATTEST:



Kaye Findlay, City Clerk

CITIZENS: (cont)

Ger Kocjan

Mr. Kocjan expressed the need for trust and openness from both sides of the podium. Possibly if the infighting can be stopped more could be accomplished. When asked to clarify his view he stated he had been given false information about the contract which the City holds with Peggy Fiandaca, the Townhall facilitator. He felt alot of misconceptions could have been avoided if the right information had been supplied initially by City Staff.

Mayor Scaramazzo emphatically stated nothing unethical had been done by City Staff with regard to supplying information to the public. He felt a face-to-face meeting was more in keeping for a discussion of this sort rather than in an open meeting setting. He invited Mr. Kocjan to a meeting of this sort anytime he chooses to do so.

Phil and Arlene
Miller

Both Mr. and Mrs. Miller stated they felt they had received very uncooperative help from Staff with regard to a zoning problem they have on a piece of their land.

Mayor Scaramazzo reminded the Millers that various solutions to their problem had been suggested to them by both himself and City Staff. It is the Millers choice not to follow any of the courses laid out for them.

UNFINISHED
BUSINESS:

None.

NEW BUSINESS:

IGA/City of Page/
ADOT/Haul Road
Project No.
M-839-3(1)P

Motion by Councilwoman Morgan and seconded by Councilwoman Neuburger to authorize the Mayor to enter into an Intergovernmental Agreement with ADOT for the Haul Road Project No. M-839-3(1)P and to deposit with ADOT its' required local share of project costs.

Councilman Holland asked if the cost under-run reimbursement to the City is done on a pro rata basis. He was assured this was so.

Mayor Scaramazzo called for the vote. Motion carried by unanimous vote.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2635-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of December, 1992.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section